

<b>WASHINGTON STATE PATROL INFORMATION TECHNOLOGY CONVENIENT-USE CONTRACT</b>		WSP Contract No. <b>K12820</b> Other Contract No.
This Contract is between the State of Washington, Washington State Patrol and the Contractor identified below, and is governed by chapter 39.26 RCW.		
<b>CONTRACTOR NAME</b> <b>Selex ES</b>		Contractor Doing Business As (DBA) <b>Elsag North America</b>
<b>Contractor Address</b> <b>205 H Creek Ridge Rd, Greensboro, NC 27406</b>		Statewide Vendor Registration Number <b>SWV00</b> _____ - _____
<b>Point of Contact (POC) Name</b> <b>Desiree Dorrie</b>		<b>Contact Telephone</b> <b>877-773-5724/970-560-7990(Cell)</b>
<b>Contact Email</b> <b>desiree.dorrie@elsag.com</b>		
<b>WSP Contact Information</b>		
<b>WSP Project Manager Name and Title</b> <b>Patrick Horan, Senior IT Project Manager</b>		<b>WSP Project Manager Address</b> <b>403 Cleveland Ave, Suite C, Tumwater, WA 98501</b>
<b>Telephone</b> <b>360-596-4919</b>		<b>E-mail Address</b> <b>Patrick.Horan@wsp.wa.gov</b>
<b>WSP Administrative Contact Name and Title</b> <b>Simon Tee, Grants &amp; Contracts Manager</b>		<b>WSP Administrative Contact Address</b> <b>PO Box 42602</b> <b>Olympia WA 98504-2602</b>
<b>Telephone</b> <b>360-596-4052</b>		<b>E-mail Address</b> <b>simon.tee@wsp.wa.gov</b>
<b>Contract Start Date</b> Date of Execution	<b>Contract End Date</b> December 31, 2018	<b>Maximum Contract Amount</b> \$900,000
<b>ATTACHMENTS.</b> When the boxes below are marked with an X, the following Appendixes are attached to and incorporated into this Contract by reference:		
<ul style="list-style-type: none"> <li>• <input checked="" type="checkbox"/> <b>Appendix A, Statement of Work and Price List</b></li> <li><input checked="" type="checkbox"/> <b>Appendix B, General Terms and Conditions</b></li> <li><input checked="" type="checkbox"/> <b>Appendix C, Background Checks and Security Awareness Training</b></li> <li><input checked="" type="checkbox"/> <b>Appendix D, WSP-RFQQ-ALPR2016, issued October 14, 2016</b></li> <li><input checked="" type="checkbox"/> <b>Appendix E, Contractor's Proposal, dated November 18, 2016</b></li> <li><input checked="" type="checkbox"/> <b>Appendix F, Contractor's Proposal Mobile and Fixed pricing</b></li> </ul>		
This Contract, including the attached Terms and Conditions and any other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have the authority to enter into this Contract.		
<b>FOR THE WASHINGTON STATE PATROL:</b> <b>WSP Signature</b> Date		<b>FOR THE CONTRACTOR:</b> <b>Contractor Signature</b> Date
Printed Name and Title <b>John R. Batiste, Chief</b>		Printed Name and Title

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 10/16/2014

## Appendix A

### STATEMENT OF WORK

Contractor shall provide the WSP with Automated License Plate Recognition (ALPR) cameras, components, system software, and/or services through the purchasing procedure as described below and as funding becomes available to the WSP. This Contract does not guarantee a specific level of purchases. WSP expects most purchases to be of mobile ALPR cameras and workstation software that accompanies them.

### **BUDGET**

The Maximum Amount of this Contract shall not exceed nine hundred thousand dollars (\$900,000). This Contract is contingent upon the WSP receiving continued funding for this Contract (see Section 24 **Savings , General Terms and Conditions**). This is a Convenient-Use Contract and purchases will only be made by the WSP on as-needed basis. The WSP does not guarantee any purchases will be made nor a specific dollar amount spent during the duration of this Contract.

### **PRICING**

All equipment, software and/or services provided by the Contractor shall be in conformance with or not exceed the pricing as specified in the PRICE LIST as shown below, or the Contractor's mobile/fixed pricing as identified in the Contractor proposal. In the event additional equipment, software and/or services are requested by the WSP which are not included in the PRICE LIST, or the Contractor's mobile/fixed pricing as identified in the Contractor proposal, the Contractor shall provide a price quotation to the WSP at the prices equal to or less than the prices it offered to its other customers for the similar products.

### **POINT OF CONTACT**

Contractor's Point of Contact (POC) as shown on the front page of this Contract shall be the principal point of contact for the WSP for ordering and purchasing of ALPR products or services under this Contract. Contractor shall promptly notify the WSP Project Manager in writing when there is a new POC assigned to this Contract.

### **PURCHASING PROCEDURE**

- I. **Quote Not-Required** - All purchases of ALPR equipment, software, and/or services not requiring a quote, as described above in Pricing, shall be initiated through the WSP Information Technology Division (ITD) with final review and processing occurring through the WSP Supply Section.

WSP will submit a Purchase Order to the Contractor's POC containing, at a minimum, the following information:

- Item Number
- Item Description
- Quantity
- Cost

II. **Quote Required** - All purchases of the ALPR equipment, software, or services requiring a quote, as described above in Pricing, will be made according to the following procedure:

**Step1:** Request for Quotation

The WSP's Point of Contact (POC) will initiate a request for price quotation from the Contractor by providing the Contractor with the following information via an email:

- Contract Identifier
- Description of need and desired outcome
- Quantity of each equipment or software, if known
- Services to be provided, if known
- POC name, email address and phone number
- Any scheduling or funding deadlines

**Step 2:** Issue of Price Quotation

Within five (5) business days upon receipt of the request for quotation from the WSP's POC, the Contractor shall provide the WSP's POC an email response to schedule a kickoff meeting to begin the Contractor's Design Process as specified in the Contractor's bid. The end result of the Design Process will be a quote containing at a minimum, the following information:

- Project Description
- Itemized list of all costs
  - Hardware
  - Software
  - Services at \$156.25 per hour
  - Travel
- Proposed project timeline

**Step 3:**

Upon receipt of the price quotation from the Contractor, the WSP's will acknowledge receipt of quote and respond to the Contractor upon receipt of the necessary agency authorization or approval for the purchase.

III. **Product and/or Service Acceptance** - Prior to final payment, WSP Project Manager will assure that all products and/or services have been satisfactorily provided.

## PRICE LIST

Item Number	Item	Cost	Description		
210022	EOC Initial Configuration	\$1,250	One time initial setup configuration of EOC server		
<b>MOBILE SYSTEMS</b>					
	2-Camera Mobile LPR System (KIT)	\$12,775	Includes Cameras, trunk box, camera cables, ethernet cable, EOC license		
412519-12	12ft Flat Transportable Camera Cable	\$440	Replacement cable		
412519-16	16ft Flat Transportable Camera Cable	\$490	Replacement cable		
412519-20	20ft Flat Transportable Camera Cable	\$540	Replacement cable		
412519-22	22ft Flat Transportable Camera Cable	\$565	Replacement cable		
421812	M6 Universal 1 Cam Mount	\$265	One mount required per camera		
410052	Ethernet Cable Shielded 25 ft	\$25	Replacement cable		
410917	Garmin GPS Antenna	\$95	Replacement GPS		
<b>FIXED SYSTEMS</b>					
421554	AD-3-FH Cam 25/35m 740nm	\$8,950	Fixed Camera		
421678	AD-3-FH Cam 35/50m 740nm	\$8,950	Fixed Camera		
120050	Elsaq Plate Hunter F2-FCU	\$7,495	Field Control Unit		
421218	Pole Mount 2 Cam Horizontal	\$630	Standard Mount for two cameras		
421399	Pole Mount 1 Camera	\$510	Standard Mount for one camera		
410395-25	Cable 25ft FG Pigtail	\$425	Camera Cable		
410395-50	Cable 50ft FG Pigtail	\$630	Camera Cable		
410395-75	Cable 75ft FG Pigtail	\$835	Camera Cable		
410395-100	Cable 100ft FG Pigtail	\$1,040	Camera Cable		
410395-125	Cable 125ft FG Pigtail	\$1,250	Camera Cable		
410395-150	Cable 150ft FG Pigtail	\$1,455	Camera Cable		
410395-175	Cable 175ft FG Pigtail	\$1,660	Camera Cable		
410395-200	Cable 200ft FG Pigtail	\$1,865	Camera Cable		
410395-225	Cable 225ft FG Pigtail	\$2,070	Camera Cable		
410395-250	Cable 250ft FG Pigtail	\$2,275	Camera Cable		
413030	Wireless Modem Airlink GX450	\$790			
210003-F	Engineering Day-Field Support	\$1,250	Elsaq technician daily rate for installation		
510322-5.X	EOC Operation Center License 5.X	\$1,275	One license required per fixed camera		

## Appendix B

### GENERAL TERMS AND CONDITIONS

#### 1. Definitions.

“Contract” means this Professional Service Contract, including all documents attached or incorporated by reference.

“Contractor” means the entity performing services to this Contract and includes the Contractor’s owners, members, officers, director, partners, employees and/or agents unless otherwise stated in this Contract. For purposes of any permitted Subcontract, “Contractor” includes any Subcontractor and its owners, members, officers, director, partners, employees and/or agents.

“General Terms and Conditions” means this Appendix B.

“Statement of Work” means the Special Terms and Conditions of this Contract, which is attached hereto and incorporated herein as Appendix A.

“Subcontract” means a separate contract between the Contractor and an individual or entity (“Subcontractor”) to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.

“RCW” means the Revised Code of Washington. All references in the Contract to RCW chapters or sections shall include any successor, amended or replacement statutes.

“USC” means United States Code. All references in the Contract to USC chapters or sections shall include any successor, amended or replacement statutes.

“WSP” means the State of Washington, Washington State Patrol, and its officers, directors, trustees, employees and/or agents.

2. **Payment.** WSP shall compensate or pay the Contractor for goods received and accepted and/or services performed and completed/accepted by the WSP according to the billing procedure as described below. The total cumulative amount of payments for all goods and/or services purchased under this Contract shall not exceed the Maximum Contract Amount specified on the Face Sheet of this Contract.
3. **Billing Procedure.** WSP shall pay or reimburse the Contractor for goods and/or services delivered by the Contractor and accepted in writing by the WSP. Compensation for goods and/or services accepted by the WSP shall be payable within 30 days upon receipt of properly completed invoices, which shall be submitted to the WSP Project Manager at the address as provided above. The invoices shall describe and document to WSP’s satisfaction a description of the ALPR products purchased and/or services performed, activities accomplished, the progress of the project, fees and expenses, WSP’s contract number, and the Contractor’s Statewide Vendor registration number. The Contractor shall submit the final invoice not later than 60 calendar days from the Contract End Date.
4. **Advance Payments Prohibited.** WSP shall not make any payments in advance or anticipation of the delivery of goods or services provided by the Contractor pursuant to this Contract.

5. **Assignment.** The work to be provided under this Contract, and any claim arising thereunder, is not assignable or delegable by the Contractor in whole or in part, without the express written consent of WSP.
6. **Attorneys' Fees and Costs.** If any litigation is brought to enforce any term, clause, provision or section of this Contract or as a result of this Contract in any way, the prevailing party shall be awarded its reasonable attorney's fees together with expenses and costs incurred with such litigation, including necessary fees, costs and expenses for services rendered at both trial and appellate levels as well as subsequent to judgment in obtaining execution thereof. In the event that parties to this Contract engage in arbitration, mediation or any other alternative dispute resolution forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the alternative dispute resolution, including the cost of mediation or arbitration services. Each party shall be responsible for their own attorney's fees incurred as a result of the alternative dispute resolution method.
7. **Compliance with Civil Rights Laws.** During the period of performance for this Contract, the Contractor shall comply with all federal and state nondiscrimination laws.
8. **Confidentiality.** The Contractor shall not use or disclose any information concerning WSP, or information that may be classified as confidential, to any third party without the written permission of WSP. The Contractor shall destroy or return all such information to the WSP Project Manager at the end of this Contract.
9. **Contract Execution and Amendments.** This Contract shall be binding on WSP only upon signature by the Chief of WSP or designee. WSP and the Contractor may mutually amend this Contract. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WSP and the Contractor.
10. **Contractor Certification Regarding Ethics.** The Contractor certifies that the Contractor is in compliance with Chapter 42.52 RCW, Ethics in Public Service, and will comply with Chapter 42.52 RCW throughout the term of the Contract.
11. **Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions(Debarred). The Contractor also agrees to include the above requirements in any and all Subcontracts into which it enters. The Contractor shall immediately notify WSP if, during the term of this Contract, Contractor becomes Debarred. WSP may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.
12. **Disputes.**
  - a) In the event a bona fide dispute concerning a question of fact arises between Purchaser and Vendor and it cannot be resolved between the parties, either party may initiate the dispute resolution procedure provided herein.
  - b) The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within three (3) Business Days. The initiating party shall have three (3) Business Days to review the response. If after this review resolution cannot be reached, both parties shall have three (3) Business Days to negotiate in good faith to resolve the dispute.

If the dispute cannot be resolved after three (3) Business Days, a Dispute Resolution Panel may be requested in writing by either party who shall also identify the first panel member. Within three (3) Business Days of receipt of the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the dispute resolution panel within the next three (3) Business Days.

The Dispute Resolution Panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.

Each party shall bear the cost for its panel member and share equally the cost of the third panel member.

Both parties agree to be bound by the determination of the Dispute Resolution Panel.

Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a Dispute Resolution Panel whenever possible.

Purchaser and Vendor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.

If the subject of the dispute is the amount due and payable by Purchaser for Services being provided by Vendor, Vendor shall continue providing Services pending resolution of the dispute provided Purchaser pays Vendor the amount Purchaser, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount Vendor, in good faith, believes is due and payable.

**13. Filing Requirement.** This Contract may be required to be filed with the Office of Financial Management (OFM). No contract required to be so filed is effective and no work shall be commenced nor payment made until ten (10) business days following the date of filing, and if required, until approved by OFM. In the event OFM fails to approve the Contract, the Contract shall be null and void.

**14. Governing Law.** This Contract shall be governed in all respects by the laws of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.

**15. Indemnification.** The Contractor shall indemnify, defend and hold harmless WSP from and against all claims arising out of or resulting from the performance of this Contract. The Contractor expressly agrees to indemnify, defend and hold harmless WSP for any claim arising out of or incident to the Contractor's performance or failure to perform this Contract. The Contractor shall be required to indemnify, defend and hold WSP harmless to the extent claim is caused in whole or in part by negligent acts or omissions of the Contractor.

**16. Independent Capacity.** The Contractor acknowledges that the Contractor is an independent contractor, and not an officer, employee or agent of WSP or the State of Washington. The Contractor shall not hold itself out as, nor claim status as, an officer, employee or agent of WSP or the State of Washington. The Contractor shall indemnify and hold WSP harmless from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees unless otherwise specified in this Contract.

**17. Industrial Insurance Coverage.** Prior to performing work under this Contract, the Contractor shall provide or purchase industrial insurance coverage for its employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the period of performance for this Contract. WSP shall not be responsible for payment of industrial insurance premiums or for any other

claim or benefit for the Contractor, or any subcontractor or employee of the Contractor, which might arise under the industrial insurance laws during the performance of duties and services under this Agreement.

**18. Insurance.** During the term of any Contract resulting from the RFQQ, the Contractor shall maintain in full force and effect, the insurance described in this section. The Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the state of Washington and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by the Contract, the Contractor shall provide written notice of such to WSP within one (1) Business Day of the Contractor's receipt of such notice. Failure to buy and maintain the required insurance may, at WSP's sole option, result in the Contract's termination.

**Minimum Requirements.** The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1 million per accident; and

Employers Liability insurance covering the risks of the Contractor's employees' bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease.

**Requirements for Proof of Insurance.** The Contractor shall pay premiums on all insurance policies. Such insurance policies shall name WSP as an additional insured on all general liability and automobile liability policies. Such policies shall also reference the WSP Contract number and shall have a condition that they not be revoked by the insurer until forty-five (45) calendar days after notice of intended revocation thereof shall have been given to WSP by the insurer.

All insurance provided by the Contractor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State and shall include a severability of interests (cross-liability) provision.

The Contractor shall include all Subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit the Contractor's liability or responsibility.

The Contractor shall furnish to WSP copies of certificates of all required insurance within thirty (30) calendar days of the Contract's Effective Date, and copies of renewal certificates of all required insurance within thirty (30) days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at WSP's sole option result in the Contract's termination.

By requiring insurance herein, WSP does not represent that coverage and limits will be adequate to protect the Contractor. Such coverage and limits shall not limit the

Contractor's liability under the indemnities and reimbursements granted to the Contractor in the Contract.

**19. Inspection; Maintenance of Records.** During the term of this Contract and for one year following termination or expiration of this Contract, the Contractor shall give reasonable access to the Contractor's place of business and records to WSP and any other employee or agent of the State of Washington or the United States of America for the purpose of inspecting the Contractor's place of business and its records, and monitoring, auditing and evaluating the Contractor's performance and compliance with applicable laws, regulations, rules and this Contract.

During the term of this Contract and for six years following termination or expiration of this Contract, the Contractor shall maintain records sufficient to document (i) performance of all acts required by statute, regulation, rule, or this Contract; (ii) substantiate the Contractor's statement of its organization's structure, tax status, capabilities and performance; and (iii) demonstrate accounting procedures, practices and records that sufficiently and properly document the Contractor's invoices to WSP and all expenditures made by the Contractor to perform as required by this Contract.

**20. Order of Precedence.** In the event of any inconsistency in the terms of this Contract, or between its terms and any applicable statute or rule the inconsistency shall be resolved by giving precedence in the following order to:

Applicable federal and state law, regulations and rules  
Appendix A, Statement of Work and Price List  
Appendix B, General Terms and Conditions  
App Appendix C, Background Checks and Security Awareness Training Appendix D, WSP-RFQQ-ALPR2016, issued October 14, 2016  
Appendix E, Contractor's Proposal, dated November 18, 2016 Any other provision of this Contract, and Any document incorporated by reference.

**21. Overpayments to Vendors.** Upon notice of an erroneous payment or overpayment to which the Contractor is not entitled pursuant to this Contract, the Contractor shall promptly refund to WSP the full amount of any such payment or overpayment.

**22. Personnel.** WSP employees performing work under the terms of this Contract (if any) shall be under the direct command and control of the Chief of WSP or designee, and shall perform duties required under this Contract in a manner consistent with WSP policy and regulations, and applicable federal, state and local laws. The assignment of WSP personnel under this Contract shall be at the discretion of the Chief of WSP or designee.

**23. Rights in Data.** Unless otherwise provided, data that originates from this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSP. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyrights, patent, register, and the ability to transfer these rights.

Material delivered by the Contractor under the terms of this Contract, but which does not originate therefrom, shall be transferred with a nonexclusive, royalty-free irrevocable license to publish, translate, reproduce, deliver, performs, dispose of, and to authorize others to do so, provided that such a license shall be limited to the extent which the Contractor has a right to grant such a license. The Contractor shall exert all reasonable

efforts to advise WSP at the time of material delivery of all known or potential invasions of privacy contained therein and of any portion of such material which was not produced in performance of this Contract. WSP shall receive prompt written notice of each notice or claim of copyright infringement received by the Contractor with respect to any material delivered under this Contract. WSP shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

24. **Savings.** In the event that funds WSP relied upon to establish this Contract are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, WSP may immediately terminate this Contract by providing written notice to the Contractor. This termination shall be effective on the date specified in the notice of termination.
25. **Severability.** If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.
26. **Site Security.** While on WSP's premises, the Contractor shall conform in all respects with physical, fire or other security regulations communicated to the Contractor by WSP.
27. **Statewide Payee Registration.** The Contractor is required to be registered as a Statewide Payee prior to submitting a request for payment under this Agreement. The Washington State Department of Enterprise Services (DES) maintains the Statewide Payee Registration System; to obtain registration materials go to:  
<http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>.
28. **Subcontracting.** Except as otherwise provided in this Contract, the Contractor may subcontract for any of the services provided under this Contract with the prior, written approval of WSP. The Contractor shall be responsible for the acts and omissions of any subcontractor.
29. **Survivorship of Provisions.** Any terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive performance by the parties to this Contract shall so survive the completion of the period of performance or termination of this Contract.
30. **Taxes.** WSP shall pay sales and use taxes imposed on services provided by the Contractor under this Contract if required by state law. The Contractor shall pay all other taxes, including, but not limited to, Washington State Business and Occupation Tax, taxes based on the Contractor's income, or personal property taxes levied or assessed on the Contractor's personal property to which WSP does not own title.
31. **Termination for Convenience.** Except as otherwise provided in this Contract, either party may terminate this Contract upon thirty (30) calendar days written notification. If this Contract is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Contract for performance rendered prior to the effective date of termination.
32. **Termination for Default.** WSP may terminate the Contract for default, in whole or in part, if WSP has a reasonable basis to believe that the Contractor failed to perform under

any provision of this Contract; violated any applicable law, regulation, rule or ordinance; or otherwise breached any provision or condition of this Contract.

WSP shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within five (5) calendar days, the Contract may be terminated. WSP reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Contractor or a decision by WSP to terminate the Contract.

In the event of termination for default, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract, and all administrative costs directly related to procuring the replacement contract. If it is determined that the Contractor was not in default the termination shall be deemed a termination for convenience. The rights and remedies of WSP provided under this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

**33. Termination Procedure.** The following provisions shall survive and be binding on the parties to this Contract in the event this Contract is terminated.

- a. The Contractor shall stop work under this Contract on the date specified in the notice of termination, and shall comply with all instructions contained in the notice of termination.
- b. The Contractor shall deliver to the WSP Project Manager identified on the Face Sheet of this Contract, all WSP property in the Contractor's possession and any WSP property produced under this Contract. The Contractor grants WSP the right to enter upon the Contractor's premises for the sole purpose of recovering any WSP property that the Contractor fails to return within ten (10) calendar days of termination of the Contract. Upon failure to return WSP property within ten (10) calendar days of the Contract termination, the Contractor shall be charged with all reasonable costs of recovery, including transportation and attorney's fees. The Contractor shall protect and preserve any property of WSP that is in the possession of the Contractor pending return to WSP. The Contractor shall provide written certification to WSP that the Contractor has returned all WSP property in the Contractor's possession.
- c. WSP may direct assignment of the Contractor's rights to and interest in any subcontract or orders placed to WSP. WSP may terminate any subcontract or orders, and settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- d. WSP shall be liable for and shall pay for only those services authorized and provided through the date of termination. WSP may pay an amount agreed to by the parties for partially completed work and services, if work products are useful to WSP.
- e. In the event of termination for default, WSP may withhold a sum from the final payment to the Contractor that WSP determines necessary to protect WSP against loss or additional liability.

**34. Treatment of Assets.** Title to all property furnished by WSP to the Contractor under the terms of this Contract shall remain with WSP. Any property furnished by WSP to the Contractor under the terms of this Contract shall be used only for the performance of this Contract. The Contractor shall be responsible for any loss or damage of property

provided to the Contractor by WSP resulting from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices. Upon the discovery of loss or damage of WSP property, the Contractor shall notify WSP and take all reasonable steps to prevent any further loss or damage. Upon the termination or completion of this Contract, the Contractor shall surrender all WSP property to the WSP Project Manager indicated on the Face Sheet of this Contract.

**35. Waiver.** A failure by WSP to exercise its rights under this Contract shall not preclude WSP from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Contract unless stated to be such in writing and signed by an authorized representative of WSP and attached to the original Contract.

**36. Background Checks and Security Awareness Training.** WSP shall complete a criminal history check on the Face Sheet for proposed Contractor team member who will have unaccompanied access to WSP facilities, electronic equipment, computers, data bases, or other sensitive or restricted information. Contractor must complete Fingerprint Background Checks forms and submit a Waiver and Authorization to Release Information form (Appendix C) for all Contractor team member(s) proposed for unaccompanied access under this contract. Contractor team member(s) who are required to complete a background check must pass a criminal history background check before any work is started. (sex, race, etc.). The spaces for OCA, FBI, and MNU numbers may be left blank.

**2.** Any Contractor team members who have access to criminal justice information, computer networks, or computer terminals that access criminal justice information must complete security awareness training once every two (2) years.

**3.** If not previously stamped on the fingerprint card, insert **Contract Employee in the** Contractor will verify with WSP Project Manager that contract team members are added to the WSP database for approved background checks and fingerprinting. Also, if needed, completed security awareness training.

#### **IF WSP IS FINGERPRINTING YOU:**

1. Take the fingerprint card and the Contractor Qualification form (Page 2 of these instructions) to the WSP Identification and Criminal History Section located at 3000 Pacific Avenue, Suite 202, 2nd level, Olympia WA 98501. There will be no charge for the fingerprinting service at the WSP Identification and Criminal History Section. Bring one form of picture identification to the WSP when they take your fingerprints.
2. The fee for the state and FBI background check is \$52.75. Make all checks payable to the Washington State Patrol.

#### **IF ANOTHER AGENCY IS FINGERPRINTING YOU:**

1. Take the fingerprint card and the Contractor Qualification form to a law enforcement agency that offers fingerprinting services. Other law enforcement agencies may charge a fee for this service (usually between \$5 to \$20). Bring one form of picture identification with you to the agency taking your fingerprints.
2. Provide the agency with an envelope (minimum size 9" x 12") with adequate postage for mailing the fingerprint card, the Contractor Qualification form, and your check for \$52.75 made out to the Washington State Patrol; and have them send these documents to the Washington State Patrol, Identification and Criminal History Section, PO Box 42633, Olympia WA 98504-2633.

If you have any questions, contact the Identification Section at (360) 534-2000.

**APPENDIX C**

## **Contractor Waiver and Authorization to Release Information**



I authorize the recipient of this document to furnish the Washington State Patrol (WSP) with any and all information needed to determine whether I may be granted access to facilities or technologies of the WSP: my work records; my military service records; and any criminal history information. Information of a confidential or privileged nature shall also be included in this request. Your reply will be used to assist the Washington State Patrol in determining my qualifications for access to facilities or technologies of the WSP. I understand my rights under Title 5, United States Code, Section 552a, the Privacy Act of 1974, and waive these rights with the understanding that the information furnished will be used only for determining my prospective access to facilities or technologies of the WSP.

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### **To be completed by the applicant:**

For and in consideration of being considered to have access to facilities or technologies of the WSP, I \_\_\_\_\_, agree to indemnify and hold harmless the agency and/or person to whom this document has been presented; for myself, my heirs, assigns, or other successors in interest and do hereby release and forever discharge the State of Washington, the WSP, its officers, agents, employees, agencies, and departments from any and all liability for all existing and future claims, damages, and causes of action of any nature whatsoever which I may have or which may inure to me as a result of the acts or omissions of WSP based upon this process and the information requested. I understand that should information of a serious nature arise during the process of determining my qualifications for access to facilities or technologies of the WSP, such information may be turned over to the proper authorities. I also understand that because of confidentiality, security, and the integrity of the WSP process, I will not be provided any information obtained during this process, including the reasons for denial of access, should the process result in such denial.

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Print Name (First, Middle, Last)

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Other names you have been known by, including prior marriage or nickname

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Address	City	State	Zip Code
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Social Security Number	Date of Birth
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Signature	Date
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*\*A photocopy of this information shall be as valid as the original. This form is valid for the period that access is granted to facilities or technologies of the Washington State Patrol.*